k Great Brit. - George III - No 64

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AN

ACT

FOR

Sale of Part of the Settled Eſtate of *Thomas Carew*, of *Crowcombe*, in the County of *Somerſet*, Esquire; and for Settling other Lands and Hereditaments, of greater Value, in lieu thereof, to ſame Uſes.

WHereas *Thomas Carew*, late of *Camerton* alias *Carew Camerton*, in the County of *Somerſet*, Eſquire, deceaſed, by his laſt Will and Teſtament in Writing, bearing Date the Twenty-fourth Day of *September* which was in the Year of our Lord One thouſand Seven hundred and Eighteen, did give and deviſe to *William Sandford*, Eſquire, *Thomas Brewer*, Eſquire, *John Lanſdowne*, Eſquire, *Henry Sandford*, Gentleman, and to his Wife *Elizabeth Carew* (among other Manors, Lands, and Hereditaments) all that his Manor of *Stodeley*, with the Rights, Members, and Appurtenances thereto belonging, ſituate, lying, and being within the ſeveral Pariſhes of *Tiverton*, *Riſton* alias *Kelly's Court*, *Weſt Stodeley*, and *Stodeley* and *Waſhfield*, in

the County of *Devon*, together with the Advowſon, Donation, and Right of Preſentation of, in, and to the Pariſh Church of *Stodeley* aforeſaid, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues, and Profits thereof, and of every Part thereof, to hold the ſaid Manor Lands, and all and ſingular other the Premiſes, with their and every of their Appurtenances, unto the ſaid *William Sandford*, *Thomas Brewer*, *John Lanſdowne*, *Henry Sandford*, and *Elizabeth Carew*, their Executors, Adminiſtrators, and Aſſigns, from and after the Expiration or other ſooner Determination of all ſuch Eſtate and Intereſt as his (the ſaid Teſtator's) Aunt *Catherine Carew* then had therein, for her Life or Years determinable on her Death, for the Term of One hundred Years from thence next enſuing, and fully to be compleat and ended, to and upon the ſeveral Truſts, and under the ſeveral Powers, Proviſoes, Conditions, and Limitations, therein and herein after expreſſed and declared (that is to ſay) To the Uſe and Behoof of his (the ſaid Teſtator's) eldeſt Son the ſaid *Thomas Carew of Crowcombe*, and his Aſſigns, for his natural Life, without Impeachment of Waſte, and with full Power to commit Waſte; and from and after his Deceaſe, to the Uſe and Behoof of the ſaid *William Sandford*, *Thomas Brewer*, *John Lanſdowne*, *Henry Sandford*, and *Elizabeth Carew*, and their Heirs, for and during the natural Life of the ſaid *Thomas Carew* of *Crowcombe*, in Truſt, to preſerve the contingent Remainders; with Remainder to the Uſe and Behoof of the Firſt and every other Son and Sons of the Body of the ſaid *Thomas Carew of Crowcombe* in Tail Male; with Remainder to the Uſe of the ſaid Teſtator's Second Son *John Carew*, Eſquire, and his Aſſigns, for his natural Life; with Remainder to the ſaid Truſtees, to preſerve contingent Remainders; with Remainder to the Firſt and every other Son and Sons of the Body of the ſaid *John Carew* ſucceſſively in Tail Male; with divers Remainders over, in Tail to other Branches of his Family; with Remainder to his own right Heirs for ever; in which ſaid Will is contained a Power or Proviſo to enable the Teſtator's ſaid eldeſt Son, and ſuch other of his ſaid Sons, as ſhould, by virtue thereof, be intitled to the Reverſion and next Remainder of the ſaid Premiſes, expectant on the Determination of the ſaid Term of One hundred Years, to ſettle, by way of Jointure, on a Wife, One Annuity or yearly Rent-charge of Three hundred Pounds a Year, to be iſſuing out of all and ſingular the Manors, Lands, and Premiſes, therein before-mentioned (and of which the ſaid Manor, Lands, and Premiſes, herein before-mentioned, were Part), or ſo much thereof as ſhould be ſufficient to pay the ſame, clear of all Deductions; and as for and concerning the ſaid Term of One hundred Years, created by the ſaid Will, it is thereby declared, that the ſaid *William Sandford*, *Thomas Brewer*, *John Lanſdowne*, *Henry Sandford*, and *Elizabeth Carew*, and the Survivors and Survivor of them, his, her, or their Executors, Adminiſtrators, or Aſſigns ſhould, with all

all convenient Speed, by and out of the Rents, Iſſues, and Profits of the ſaid ſeveral Manors, Lands, and Premiſes, in the ſaid Will comprized, or by renewing of Eſtates, or by Leaſes or Mortgage thereof, or any Part thereof, for all or any Part of the ſaid Term of One hundred Years, raiſe and levy, for the Portion and Portions of all and every the Daughter and Daughters, younger Son and Sons, of the ſaid Teſtator *Thomas Carew* of *Camerton*, the Sum of Eighteen thouſand Pounds, to be diſtributed among them, at the Diſcretion of his ſaid Wife *Elizabeth Carew*, and payable to ſuch Daughters or younger Sons reſpectively, at their reſpective Ages of Twenty-one Years, or Days of Marriage, which ſhould firſt happen; with a Proviſo, that in caſe all ſuch Daughters and younger Sons ſhould happen to die before their ſaid Fortunes ſhould become payable; or if the Teſtator's ſaid eldeſt Son, or ſuch other of his ſaid Son and Sons as ſhould be intitled to the ſaid Premiſes, expectant on the Determination of the ſaid Term of One hundred Years, ſhould pay unto the ſaid *William Sandford*, *Thomas Brewer*, *John Lanſdowne*, *Henry Sandford*, and *Elizabeth Carew*, or the Survivors or Survivor of them, his, her, or their Executors or Adminiſtrators, the ſaid Sum of Eighteen thouſand Pounds, for the Portions of ſuch Daughters and younger Sons; or give ſuch Security for Payment of the ſame as the ſaid Truſtees ſhould like, then, and in either of thoſe Caſes, the ſaid Term ſhould ceaſe and be utterly void; and the ſaid Teſtator farther declared his Will and Meaning to be, that Five thouſand Pounds of the ſaid Eighteen thouſand Pounds ſhould be deemed and taken to be raiſed for and in lieu of the like Sum of Five thouſand Pounds, then charged on his Manor of *Camerton*, and the Premiſes thereto belonging, for his Daughters and younger Sons, by Indenture, bearing Date the Twenty-fourth Day of *April* One thouſand Seven hundred and One; and that on Condition that the ſame ſhould be ſo taken, his Will was, that the ſaid *Camerton* Eſtate ſhould be releaſed and diſcharged from the ſaid Five thouſand Pounds; but if the ſaid *Camerton* ſhould not be diſcharged from the ſaid Five thouſand Pounds, then the ſaid Teſtator ordered and appointed, that but Thirteen thouſand Pounds of the ſaid Eighteen thouſand Pounds ſhould be raiſed and levied on the Premiſes ſo deviſed for that Purpoſe; and that his (the ſaid Teſtator's) Daughters and younger Sons ſhould, upon Receipt of their reſpective Fortunes, give Releaſes and Diſcharges of all his, her, and their Eſtate, Right, Title, and Intereſt, Claim and Demand, out of and in all or any Part of the ſaid *Camerton* Eſtate, for or upon account of the ſaid Five thouſand Pounds, ſo charged as aforeſaid; and the ſaid Teſtator by his ſaid Will further ordered and appointed, that the ſaid *William Sandford*, *Thomas Brewer*, *John Lanſdowne*, *Henry Sandford*, and *Elizabeth Carew*, their Heirs and Aſſigns, ſhould from time to time, during the Minority of his ſaid Son and Heir, in Truſt for him; and when he came of Age, it ſhould be lawful for him to fill up Eſtates, and grant Leaſes or Copies in Poſſeſſion or Reverſion, of ſuch Part of

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the Premiſes aforeſaid as had been uſually granted, reſerving always the antient Rent and Herriots, or more, ſo as ſuch Leaſe or Copy ſhould not extend to more than Twenty-one Years, or One, Two, or Three Lives abſolute, or Years determinable on Two or Three Lives; and ſo as there ſhould not be more than Three at one Time on any one Eſtate:

And whereas the ſaid *Thomas Carew*, of *Crowcombe*, is ſeiſed, in Fee-ſimple to him and his Heirs for ever, of all that the Lordſhip, Manor, and Caſtle of *Carew*, in the County of *Pembroke*, with their Rights, Members, and Appurtenances, and the ſeveral Meſſuages, Lands, and Hereditaments, with the Appurtenances, ſituate, lying, and being in the Pariſh of *Carew*, or elſewhere in the ſaid County of *Pembroke*, herein after-mentioned:

And whereas the ſaid *Thomas Carew*, of *Crowcombe*, hath heretofore granted out of the ſaid Lordſhip, Manor, and Caſtle of *Carew*, and the ſaid Lands and Hereditaments thereto belonging, a Term of Five hundred Years by way of Mortgage; which Term, by meſne Aſſignments and otherwiſe, is now become veſted in *Richard Michell*, of *Culham Court*, in the County of *Berks*, Eſquire, for ſecuring to him the Payment of Two thouſand Nine hundred and Sixty Pounds and Intereſt; and the ſaid *Thomas Carew* hath alſo made a ſubſequent Mortgage of the ſame Manor and Premiſes to *John Carew*, of the City of *Wells*, Eſquire, for ſecuring the Payment of Two thouſand Five hundred Pounds and Intereſt:

And whereas the ſaid *Catherine Carew* the Aunt, and the ſaid *Elizabeth* the Widow, of the ſaid Teſtator, are long ſince dead, and all the Portions given and deviſed by his ſaid Will for his Daughters and younger Sons have been long ſince paid and diſcharged:

And whereas, upon the Death of the ſaid *Thomas Carew*, of *Camerton*, it was apprehnnded, that the ſaid Deviſe, in the ſaid recited Will, of the Manor of *Stodeley* as above-mentioned, was void for Uncertainty, the ſaid Teſtator not being ſeiſed or intitled unto any Manor of that Name; but intitled to the Two diſtinct Manors of *Eaſt Stodeley* and *Weſt Stodeley*; and that therefore the ſaid *Thomas Carew*, of *Crowcombe*, was become ſeiſed of the ſaid Two Manors, in Fee-ſimple, by the Uncertainty of the ſaid Deviſe: But leſt any Objection ſhould be made thereto, the ſaid *Thomas Carew*, of *Crowcombe* (having no Iſſue Male) did, upon the Death of his ſaid Brother *John Carew*, Eſquire, deceaſed, apply to *Thomas Carew* the younger (the eldeſt Son of the ſaid *John Carew*, deceaſed, and to whom the next Remainder in Tail, by the ſaid recited Will, ſtood limited, expectant on the Death of the ſaid *Thomas Carew*, of *Crowcombe*, without Iſſue Male) to join with him in ſuffering a Common Recovery of the ſaid

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Two Manors, with the Appurtenances, and of the ſeveral Lands and Tenements in the ſaid Two Manors; who, for a valuable Conſideration, did join with ſaid *Thomas Carew*, of *Crowcombe*, in a Conveyance thereof, and thereby made a Tenant to the Freehold of the ſaid Manors and Premiſes by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Twentieth and Twenty-firſt Days of *December*, in the Year of our Lord One thouſand Seven hundred and Fifty-four; the Uſes of which Recovery were thereby declared to be to the Uſe of the ſaid *Thomas Carew*, of *Crowcombe*, and his Heirs and Aſſigns for ever, and a Common Recovery was afterwards accordingly duly ſuffered by the ſaid *Thomas Carew* the younger:

And whereas the ſaid *Thomas Carew*, of *Crowcombe*, is now near Sixty Years old and a Widower, and hath Two Daughters and no Iſſue Male, and being deſirous of paying off and diſcharging the ſaid Two Mortgages of Two thouſand Nine hundred and Sixty Pounds and Two thouſand Five hundred Pounds, and the Intereſt reſpectively due thereon, by the Sale of the ſaid Two Manors of *Eaſt Stodeley* and *Weſt Stodeley*, with their Appurtenances, and the Lands, Tenements, and Hereditaments therein or belonging thereto (except the Advowſon and Right of Preſentation in and to the Pariſh Church of *Stodeley*); but the Perſons who have been in Treaty for the Purchaſe of the ſaid Manors and Premiſes object to his Title thereto, as it is doubtful whether if the ſaid *Thomas Carew*, of *Crowcombe*, ſhould marry again and have Iſſue Male, ſuch Iſſue Male may not be intitled to the ſaid Manors and Premiſes; the ſaid *Thomas Carew*, of *Crowcombe*, is therefore ready and willing, in lieu of the ſaid Manors and Premiſes, to convey and ſettle the ſaid Lordſhip, Manor, and Caſtle of *Carew*, and his ſaid Lands, Tenements, and Hereditaments, in the County of *Pembroke*, of which he is ſeiſed in Fee as aforeſaid, and which are of greater Value than the ſaid Two Manors and Premiſes, in the County of *Devon*, to ſuch and ſo many of the Uſes limited and declared thereof, by the Will of the ſaid *Thomas Carew* the Teſtator, as are now exiſting, undetermined, or capable of taking Effect, and to ſubmit to be excluded from making a Jointure of any Part of the ſaid *Carew Caſtle* Eſtate upon any Wife he may marry:

But although ſuch Exchange, ſo propoſed, will be an Advantage to the ſaid *Thomas Carew* and all other Perſons lawfully claiming by or under the ſaid Will; **Yet**, by reaſon of the Limitations contained therein, the ſame cannot be effected without the Aid of an Act of Parliament;

May it therefore pleaſe Your moſt Excellent MAJESTY,

At the humble Suit of the ſaid *Thomas Carew*, of *Crowcombe*,

That it may be **Enacted**; **And be it Enacted**, by the KING's

moſt Excellent MAJESTY, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That all that the ſaid Manor of *Eaſt Stodeley*, otherwiſe *Fitzpain Court*, in the Pariſh of *Stodeley*, otherwiſe *Weſt Stodeley*, in the County of *Devon*, with all the Rights, Members, Hereditaments, and Appurtenances thereto belonging, or therewith held and enjoyed; and all that Meſſuage or Tenement called *Eaſt Stodeley Barton*, otherwiſe *Fitzpain Court*, with the ſeveral Cloſes or Parcels of Ground thereunto belonging, ſituate and being in *Eaſt Stodeley* aforeſaid, now or late in the Tenure or Occupation of *Richard Brock*; and alſo all that Meſſuage or Tenement, with the Lands and Appurtenances thereto belonging, called *Hams* and *Haſſells*, in *Eaſt Stodeley* aforeſaid, now or late in the Occupation of *George Williams*; and alſo all that the Manor of *Weſt Stodeley*, in the ſaid County of *Devon*, with the Rights, Members, and Appurtenances thereto belonging; and alſo all that Meſſuage or Tenement and Barton called *Rifton*, otherwiſe *Kelly's Court*, in the ſaid Pariſh of *Stodeley* and County of *Devon* aforeſaid, with the ſeveral Cloſes or Grounds therewith uſually held and enjoyed, now or late in the Tenure or Occupation of *Hatſell*, Widow; and alſo all that Meſſuage or Tenement, with the Lands and Appurtenances thereto belonging, called or known by the Name of *Dipford*, now or late in the Tenure or Occupation of *John Snow*, lying and being in the ſaid Pariſh of *Stodeley*; and alſo all the Woods and Woodlands in the ſaid Pariſhes of *Stodeley* and *Tiverton*, now in the Tenure of the ſaid *Thomas Carew* of *Crowcombe*; and alſo all and every the Royalties, Courts Leet, Courts Baron, View of Frankpledge, Profits of Courts, Fines, Quit Rents, Conventionary Rents, Heriots, Reliefs, Eſtrays, Deodands, Goods and Chattels of Felons, Fiſheries, Privileges, Juriſdictions, and Immunities whatſoever, to the ſaid ſeveral Manors appurtenant, appendant, or incident, or therewith lawfully held and enjoyed, or reputed or taken as Part, Parcel, or Member thereof, and the Reverſion and Reverſions, Remainder and Remainders, of all and ſingular the ſaid Two Manors, Lands, Tenements, Hereditaments, and Premiſes, and the Freehold, Fee-ſimple, and Inheritance, of all and ſingular the ſaid Premiſes, and of every Part and Parcel thereof (except the Advowſon and Right of Preſentation of, in, and to the Pariſh Church of *Weſt Stodeley*); ſhall, from and after the paſſing of this Act, be veſted in and ſettled upon, and the ſame are hereby from henceforth veſted in and ſettled upon, *Nathaniel Caſtleton* of *Spring Gardens*, in the County of *Middleſex*, Eſquire, and *Charles Prowſe* of *Crowcombe*, in the ſaid County of *Somerſet*, Eſquire, and their Heirs for ever, freed and diſcharged, and abſolutely acquitted, exempted, and exonerated, of and from all the Uſes, Truſts, Powers, Proviſoes, and Limitations, in and by the ſaid recited Will created, provided, and declared, of and concerning the ſame; in Truſt nevertheleſs that they the ſaid *Nathaniel Caſtleton* and

and *Charles Prowſe*, and the Survivor of them, or the Heirs of ſuch Survivor, ſhall with all convenient Speed ſell the ſame to the beſt Purchaſer or Purchaſers that can be had or gotten for the ſame; and, by the Money ariſing by ſuch Sale or Sales, in the Firſt place to pay or ſatisfy the ſaid Sum of Two thouſand Nine hundred and Sixty Pounds to the ſaid *Richard Michell*, his Executors, Adminiſtrators, or Aſſigns, and alſo the ſaid Sum of Two thouſand Five hundred Pounds to the ſaid *John Carew*, his Executors, Adminiſtrators, or Aſſigns, and all Intereſt reſpectively due thereon, and then to pay the Reſidue of ſuch Purchaſe-money unto the ſaid *Thomas Carew* of *Crowcombe*, or to ſuch Perſon or Perſons, and for ſuch Uſes and Purpoſes, as he ſhall, by any Writing or Writings under his Hand, direct, appoint, or impower to receive and diſpoſe of the ſame.

And be it further Enacted, by the Authority aforeſaid, That, from and immediately after the paſſing of this Act, all that the Lordſhip, Manor, and Caſtle of *Carew*, in the County of *Pembroke*, with their Rights, Members, and Appurtenances; and alſo all that Tenement there, with its Appurtenances, called *Howton*; and alſo all that capital Houſe, Meſſuage, Barton, Park, Farm, and Demeſnes of the Two *Cotch Lands*, alias *Old Carew*; and alſo all that Tenement, with its Appurtenances, commonly called by the Name of *Pincheſtone*, ſome time heretofore in the Tenure of Sir *John Parrott*, Knight; and alſo all that Tenement, with its Appurtenances, ſome time in the Tenure of *Richard Harbord*; and all that Tenement, with its Appurtenances, ſituate in *Sagiſton*, ſome time in the Tenure of *John Robin*; and alſo all that Tenement, with its Appurtenances, in *Sagiſton* aforeſaid, ſome time in the Tenure of *Katherine Mendus*; and alſo all that Tenement, with its Appurtenances, called *Frogton*; and alſo all that Tenement, with its Appurtenances, ſome time in the Tenure of *Henry Saunders*; and alſo all that Tenement, ſome time in the Tenure of *John Griffith*; and alſo all that Tenement, with its Appurtenances, ſome time in the Tenure of *Walter Stafford*; and alſo all that Tenement, with its Appurtenances, in *Sagiſton* aforeſaid, ſome time in the Tenure of *John Smith*; and alſo all that Tenement, with its Appurtenances, in *Sagiſton* aforeſaid, ſome time in the Tenure of *William Lewis*; and alſo all that Tenement, with its Appurtenances, in *Steepes*, ſome time in the Tenure of *John Teger*; and alſo all that capital Houſe, Meſſuages, and Lands, called *Raaford Lands*, alias *Carew*; and alſo all thoſe Lands, with their Appurtenances, in *Milton*, ſome time Parcel of the Manor of *Upton*, ſometime in the Tenure of *Richard Codd*, or his Aſſigns; and alſo all that Tenement, and all thoſe Lands, with their Appurtenances, ſome time Parcel of the Manor of *Upton*, in *Milton* aforeſaid, ſometime in the Tenure of *William Methey* or his Aſſigns; and alſo all that Cloſe of Paſture and Land containing by Eſtimation Five Acres, ſome time Parcel of the Manor of *Upton* in *Milton*, ſometimes

times in the Tenure of Sir *John Parrott* or his Aſſigns; and alſo all that Tenement and certain Mountain Lands in *New Town* alias *New Carew*, ſometime in the Tenure of *Jennet ap Hugh* or *David Julian*; and alſo all that Tenement, with the Appurtenances in *New Town* alias *New Carew*, ſometime in the Tenure of *Julian Nicholas*; and alſo all thoſe Two Tenements, with their Appurtenances in *Weſt-Williamſtone*, ſometime in the Tenure of *Thomas Sidewell* or his Aſſigns; and alſo all that Tenement, with its Appurtenances in *Eaſt-Williamſtone*, ſometime in the Tenure of *Richard Phillips*; and alſo all that Tenement, with its Appurtenances in *Milton*, ſometime in the Tenure of *Thomas Jones*; and alſo all that Tenement, with the Appurtenances in *Carew*, ſometime in the Tenure of *Thomas Parcivall* or his Aſſigns; and alſo all that Tenement, with the Appurtenances in *Sagiſton*, called *Bird's Lane*, ſometime in the Tenure of *Thomas Bartlet* and *Edward* his Son, or One of them; all which Premiſes are ſituate, lying, and being in the Pariſh of *Carew* in the ſaid County of *Pembroke*, together with all and ſingular other Meſſuages, Houſes, Buildings, Orchards, Gardens, Curtilages, Lands, Tenements, and Hereditaments whatſoever, with all and ſingular their Rights, Members, and Appurtenances whereof the ſaid *Thomas Carew* of *Crowcombe* is now ſeiſed of any Eſtate of Inheritance, ſituate in the ſaid Pariſh of *Carew* or elſewhere in the ſaid County of *Pembroke*; and the Freehold, Fee-ſimple, and Inheritance of all the ſaid Premiſes, and of every Part and Parcel thereof, ſhall be veſted in and ſettled upon, and the ſame are hereby veſted in and ſettled upon Sir *Charles Kemeys Tynte*, of *Halſwell* in the ſaid County of *Somerſet*, Baronet, and *John Pierce* of *Chancery-Lane*, *London*, Eſquire, and their Heirs for ever, upon Truſt nevertheleſs, and to and for the Uſes herein after mentioned (that is to ſay) To the Uſe of the ſaid *Thomas Carew* of *Crowcombe*, and his Aſſigns, for and during the Term of his natural Life, without Impeachment of Waſte; and from and after the Determination of that Eſtate, to the Uſe of the ſaid Sir *Charles Kemeys Tynte* and *John Pierce*, and their Heirs, during the Life of the ſaid *Thomas Carew* of *Crowcombe*, upon Truſt to ſupport the contingent Remainders; but nevertheleſs to permit and ſuffer the ſaid *Thomas Carew* of *Crowcombe*, and his Aſſigns, to hold and enjoy the ſame during his natural Life, and from and immediately after his Deceaſe, to the Uſe and Behoof of the Firſt Son of the Body of the ſaid *Thomas Carew* of *Crowcombe* lawfully to be begotten, and the Heirs Male of the Body of ſuch Firſt Son lawfully iſſuing; and in Default thereof, to the Uſe and Behoof of the Second, Third, Fourth, and every other Son and Sons of the Body of the ſaid *Thomas Carew* of *Crowcombe* lawfully to be begotten, and the Heirs Male of the Body and Bodies of ſuch Son and Sons lawfully iſſuing, as they ſhall be in Seniority of Age and Priority of Birth, the elder of ſuch Son and Sons, and the Heirs Male of his Body being always to be preferred before the younger of ſuch Son and Sons and the Heirs Male of his Body; and in Default of ſuch Iſſue,

to

to the Uſe and Behoof of the right Heirs of the ſaid *Thomas Carew* of *Crowcombe* for ever.

And be it further Enacted and Declared, by the Authority aforeſaid, That until the ſaid Two Manors of *Eaſt Stodeley* and *Weſt Stodeley*, and the Lands, Tenements, and Premiſes hereby directed to be ſold, ſhall be ſold and conveyed as aforeſaid, the ſaid *Nathaniel Caſtleton* and *Charles Prowſe*, and the Survivor of them, and the Heirs of ſuch Survivor, ſhall permit and ſuffer the Rents, Iſſues, and Profits thereof, to be had, received, and taken, by ſuch Perſon and Perſons as would for the Time being have been intitled to receive the ſame, in caſe this Act had not been made.

And, for promoting and facilitating the Sale of the ſaid Manors and Premiſes, **Be it further Enacted**, by the Authority aforeſaid, That all and every Perſon and Perſons to whom the ſaid *Nathaniel Caſtleton* and *Charles Prowſe*, or the Survivor of them, or the Heirs of ſuch Survivor, ſhall, by virtue of and in purſuance of this Act, make any Sale or Conveyance of the ſaid Manors and Premiſes, or any Part thereof; and the Heirs and Aſſigns of ſuch Purchaſer or Purchaſers ſhall and may, upon and from and immediately after completing the Conveyances thereof, and Payment of his or their reſpective Purchaſe-monies, have, hold, and enjoy, the Eſtates and Premiſes ſo by him, her, or them to be purchaſed, abſolutely freed and diſcharged of and from all and every the Eſtates, Uſes, Truſts, Proviſoes, Limitations, Term and Terms of Years, Remainders, Reverſions, and Contingencies, in and by the ſaid Will herein before recited, limited, created, and declared, of and concerning the ſame, or any Part thereof; and alſo that the Receipt or Receipts of the ſaid *Nathaniel Caſtleton* and *Charles Prowſe*, or the Survivor of them, or the Heirs of ſuch Survivor, under their, his, or her Hands or Hand reſpectively, ſhall, from time to time, be a good and effectual Diſcharge to the Purchaſer or Purchaſers of the ſame Premiſes hereby authorized to be ſold, or any Part thereof, and his, her, and their reſpective Heirs, Executors, Adminiſtrators, and Aſſigns, of and for ſo much of the Purchaſe-money as in ſuch Receipt or Receipts ſhall be expreſſed to be received; and after ſuch Receipt or Receipts ſhall be given, ſuch Purchaſer and Purchaſers reſpectively ſhall be, and he, ſhe, and they reſpectively, are hereby abſolutely acquitted and diſcharged of and from the ſame, and ſhall not be anſwerable or accountable for any Loſs, Miſapplication, or Non-application of the ſaid Purchaſe-money, or any Part thereof.

And be it further Enacted and Declared, by the Authority aforeſaid, That the ſaid *Nathaniel Caſtleton* and *Charles Prowſe* ſhall not, nor ſhall either of them, or the Heirs, Executors, or Adminiſtrators

ſtrators of any or either of them, be anſwerable or accountable for any Money to be received by virtue of or under the Truſts hereby in them reſpectively repoſed, any otherwiſe than each Perſon, for ſuch Sum and Sums of Money as he or they ſhall reſpectively actually receive, nor ſhall any One of them be anſwerable or accountable for the Acts, Receipts, Neglects, or Defaults of the other of them; and alſo that they the ſaid *Nathaniel Caſtleton* and *Charles Prowſe*, their reſpective Heirs, Executors, and Adminiſtrators, ſhall and may be, by and out of the Rents and Profits of the ſaid Premiſes to be ſold as aforeſaid, or out of the Money to ariſe by the Sale thereof, retain to and reimburſe themſelves all Coſts, Charges, Damages, and Expences which they reſpectively ſhall or may ſuſtain, expend, or be put unto, in or about the Excution of the Truſts hereby in them reſpectively repoſed, or in any-wiſe relating to or concerning the ſame.

Saving to the KING's moſt Excellent MAJESTY, his Heirs and Succeſſors, and to the ſaid *Richard Michell* and *John Carew*, and to all and every other Perſon and Perſons, Bodies Politick and Corporate, their Heirs and Succeſſors, and Executors and Adminiſtrators (Other than and except the ſaid *Thomas Carew* of *Crowcombe*, and all and every Son and Sons of his Body to be begotten, and the Heirs Male of ſuch Son and Sons lawfully iſſuing, and the right Heirs of the ſaid *Thomas Carew* of *Crowcombe*); All ſuch Right, Title, Intereſt, Truſt, Claim, and Demand whatſoever, which they, every or any of them, might have had, if this Act had never been made; any thing herein contained to the contrary notwithſtanding.

AN

ACT

FOR

Sale of Part of the Settled Eſtate of *Thomas Carew*, of *Crowcombe*, in the County of *Somerſet*, Eſquire; and for Settling other Lands and Hereditaments, of greater Value, in lieu thereof, to the ſame Uſes.